



CELINA CITY SCHOOLS

JESSE D. STEINER, Superintendent
MIKE MARBAUGH, Treasurer
KEVIN MAST, Business Manager
CURT SHELLABARGER, Curriculum Dir.
NANCY HARTINGS, Special Education Dir.

Received & Inspected

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FCC Mail Room

November 1, 2012

APPEAL TO THE FCC CONCERNING ERATE APPLICATION #834021

Celina City School District, BEN: 130113
FORM 471: # 834021
CC Docket No. 02-6, Request for Review

The E-Rate application for funding year 2012 is my first experience with this process as the new Technology Coordinator at Celina City Schools. As I entered the information for NOACSC (spin 143024461) bandwidth and Infinite Cohesion (spin 143033559) web hosting, I noticed the form required a date the contract was signed. However, the wording stated that if the contract had not yet been signed, then enter the date that the contract will be signed. Our upcoming board meeting was March 19, 2012 so I entered that date knowing that the board would need to sign the contracts. I did this believing that I was in compliance.

On March 9, 2012, I submitted the application for certification feeling good that I would be within the submission window which closed on March 20, 2012.

Michelle Graham-Lyons, USAC PIA emailed me with the need for additional information which I provided. She needed to see signed and dated copies of the contracts for bandwidth and web hosting. I submitted copies to her. She then informed me that FRNs 2266514 and 2270169 would be denied because the contracts were signed after the application was submitted. She then stated the program rules, which say that signed contracts need to be in place when the application is submitted "or prior to the Funding Year 2012 FCC Form 471 filing window close date." My response to Ms. Graham-Lyons was that although the contracts were signed ten days after the application was submitted for certification, I did meet the second requirement (in quotes above) in that the contracts were signed, as noted on the application form, on March 19, 2012 which was prior to the window close date of March 20, 2012.

On September 18, 2012 I received a Funding Commitment Report from USAC which cited "Contract Violation" for FRNs 2266514 and 2270169. Decision Explanation: "No contract was in place when the FCC Form 471 Certification was filed." I believe this to be an innocent misunderstanding of the form directions and respectfully ask the FCC to reverse this decision for the reasons stated in the above paragraph. Please reconsider the funding commitment decision for FRNs 2266514 and 2270169 and approve the 68% discount for the listed services of bandwidth and web hosting.

Thank you.

Keith E. Gudorf

Technology Coordinator

Email: keith.gudorf@celinaschools.org. Tech Office: 419-586-8300 x.1516, School Cell: 419-305-9531

Celina City Schools serves the evolving educational needs
of the individual in partnership with the community.

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FUNDING COMMITMENT DECISION LETTER
(Funding Year 2012: 07/01/2012 - 06/30/2013)

September 18, 2012

Keith Gudorf
CELINA CITY SCHOOL DISTRICT
585 E LIVINGSTON ST
CELINA, OH 45822-1742

Re: Form 471 Application Number: 834021
Billed Entity Number (BEN): 130113
Billed Entity FCC RN: 0014160071
Applicant's Form Identifier: CE471yr15a

Thank you for your Funding Year 2012 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$9,315.78 is "Approved."
- The amount, \$27,491.04 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486 by 1/14/13
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 834021 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2012," AND

()

FUNDING COMMITMENT REPORT
Billed Entity Name: CELINA CITY SCHOOL DISTRICT
BEN: 130113
Funding Year: 2012



Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 834021
Funding Request Number: 2266514
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 130210000994330
SPIN: 143024461
Service Provider Name: Northwest Ohio Area Computer Services Cooperative
Contract Number: FY13-1011
Billing Account Number: 5056
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2012
Service End Date: N/A
Contract Award Date: 03/19/2012
Contract Expiration Date: 06/30/2013
Shared Worksheet Number: 1404266
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$36,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$36,000.00
Discount Percentage Approved by the USAC: 68%
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: DR1: No contract was in place when the FCC Form 471 Certification was filed. FCC Rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 Certification for the products and services requested.

FCDL Date: 09/18/2012
Wave Number: 011
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

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Schools and Libraries Division

August 13, 2012

Keith Gudorf
CELINA CITY SCHOOL DISTRICT
Telephone:
Application Number
Fax Number
E-mail

(419) 5868300 Ext 1516
834021
[fax:Keith Gudorf@1-419-5867046]
keith.gudorf@celinaschools.org

Response Due Date: August 28, 2012

As we discussed in our conversation, we are in the process of reviewing all Funding Year 2012 FCC Form 471 applications to ensure that they are in compliance with the rules of the Universal Service program. I am currently in the process of reviewing your Funding Year 2012 FCC Form 471 Application. To complete my review I need some additional information. The information needed to complete the PIA Review is listed below.

I.

Based upon the supporting documentation you provided during the review of your Funding Year 2012 FCC Form 471 application # 834021, it appears we have determined that FRN 2308002 is requesting services that are being provided on a month-to-month or tariffed basis. When you filed the above-referenced FCC Form 471 and FRN, you indicated that these services were being provided under a contract. However, as a result of our determination, we have modified Your FRN to indicate these services are being provided on a month-to-month or tariff basis has therefore been modified to indicate month to month or tariffed. The FRN now reflects a Service Start Date of **07/01/2012** and Service End Date of **06/30/2013** rather than a Contract Award Date and a Contract End Date.

II.

Based on the supporting documentation you provided during review of your Funding Year 2012 FCC Form 471 #**834021**, FRNs **2266514** and **2270169**, will be denied because a signed and dated contract with your service provider was not in place when you filed your FCC Form 471 certification.

Program rules require that a signed contract with your service provider be in place when you file your FCC Form 471 certification or prior to the Funding Year 2012 FCC Form 471 filing window close date.

If the entire FRN should not be denied and you have alternative information, please provide documentation that supports your position. Please keep in mind that your supporting documentation should be the documentation or data used to prepare your FCC Form 471 application.

For further guidance regarding contracts and the process of selecting a service provider, please visit <http://www.usac.org/sl/applicants/step03/default.aspx>.

Please fax or email the requested information to my attention. If you have any questions or if you require a further explanation of this request, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.**

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the FCC Form 471 application number(s) and be signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michelle Graham-Lyons
Associate Manager, PIA Reviewer
30 Landex Plaza West ; Parsippany, NJ 07054
T: 973 581 7696 ; F: 973 599 6578
mlyons@sl.universalservice.org

NOV 06 2012

FCC Mail Room

CONTRACT NUMBER: FY13-1011

**NORTHWEST OHIO AREA COMPUTER SERVICES COOPERATIVE
SERVICE PROVIDER CONTRACT
INTERNET SERVICE**

This agreement for the provision of unbundled internet access service ("Agreement") is entered into on this _____ day of _____, _____, between the Northwest Ohio Area Computer Services Cooperative ("Provider") and **Celina City Schools** ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is a regional educational center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School certified for instruction by the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Customer" shall mean a public or private school or school district or other educational entity that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the regional educational center.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

"User" shall mean a school or person authorized by a school to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND RENEWAL

This Agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013.

III. PERFORMANCE

Provider shall furnish Customer unbundled internet access services as further described in attached Exhibit A.

IV. CHARGES AND PAYMENT

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.

Payment of all invoices sent shall be due within thirty (30) days of the send out date on the Customer's receipt invoice. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance per month unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer is suspended, there may be a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- A.** Providers shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. 2) Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.
- B.** Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to the internet networks, Provider does not warrant that the functions of the internet network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Unless special arrangements are made and appended to

this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

C. Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) of the Internet through Provider assumes full responsibility for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

D. CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

E. Provider reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or violate state and federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Providers network and public networks including access to the Internet.

F. Customer understands and agrees that Provider shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

G. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from monitoring.

VI. PROPERTY

A. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VII. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

VIII. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1) If to Provider:

Name: Northwest Ohio Area Computer Services Cooperative
Address: 645 South Main Street
City/State/Zip: Lima, Ohio 45804
Phone: (419)228-7417
Facsimile: (419) 222-5635
E-mail: RAY@NOACSC.ORG

2) If to Customer:

Name: Celina City Schools
Address: 585 East Livingston
City/State/Zip: Celina, Ohio 45822-1784
Phone: 419 586 8344
Facsimile: 419 586 7046
E-mail: hoffmiller@celinaschools.org

IX. GENERAL PROVISIONS

- a. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

- b. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- c. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- d. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- e. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- f. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- g. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- h. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
1. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement.

Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

J. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Celina City Schools

Printed Name of Customer

[Signature]
Signature of Authorized Customer Representative

3-14-2022
Date

Mike [Signature]
Printed name of Authorized Customer Representative

Math [Signature]
Signature of Authorized Customer Representative

Mr. [Signature]
Printed name of Authorized Customer Representative

PROVIDER:

Northwest Ohio Area Computer Services Cooperative

Printed Name of Provider

[Signature]
Signature of Director

Ray Burden

Printed name of Director

EXHIBIT A INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet Access Services Agreement (the "Agreement") entered between the Provider and, Celina City Schools Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1 attached hereto and incorporated herein by reference.

2. Additional Charges

Customer agrees to pay for any installation costs, if incurred, as a result of providing Services to Customer.

3. Northwest Ohio Area Computer Service's Obligations

- a) The Northwest Ohio Area Computer Services Cooperative will provide sufficient configuration information to the Customer's personnel.
- b) The Northwest Ohio Area Computer Services Cooperative will plan and coordinate all activities incidental to the implementation of the internet access connection.
- c) The Northwest Ohio Area Computer Services Cooperative will assume all responsibilities for the physical internet access system up to and including the router included in any internet access connection.

4. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to an internet access connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.

- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the internet access connection. The surge suppression must meet UL1449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning and implementation process of the internet access connection.
- d) Customer will provide the Northwest Ohio Area Computer Services Cooperative with appropriate and sufficient space and electrical power to facilitate the internet access connection installation.
- e) Customer agrees not to connect any of its local area networks to alternative internet service providers without the approval of the Northwest Ohio Area Computer Services Cooperative.
- f) Customer agrees not to resell any internet access services provided by the Northwest Ohio Area Computer Services Cooperative.

CUSTOMER: Celina City Schools

[Signature]
Signature

Mike Burden, Treasurer
Print Name and Title

[Signature]
Signature

Dr. H. Miller, Superintendent
Print Name and Title

PROVIDER:

Northwest Ohio Area Computer Services Cooperative

[Signature]
Signature of Director

Ray Burden
Print Name

NOACSC

NORTHWEST OHIO AREA COMPUTER SERVICES COOPERATIVE

Schedule 1 Summary of Costs

This exhibit is hereby made a part of the Agreement by and between the Northwest Ohio Area Computer Services Cooperative and Celina City Schools.

Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

This is for unbundled Internet access for the following buildings including transport cost.

INTERNET ACCESS SERVICES DESCRIPTION	ANNUAL CHARGE	MONTHLY CHARGE	CONNECTION SPEED
Celina City Schools	\$36,000.00	\$3,000.00	50Mb
Total for District	\$36,000.00	\$3,000.00	

Additional information needed to complete eRate form 471.

CONTRACT NUMBER: FY13-1011

BILLING ACCOUNT NUMBER: 5056

SPIN NUMBER: 143024461

SERVICE PROVIDER NAME: Northwest Ohio Area Computer Services Cooperative

SERVICE START DATE: 7/1/2012

CONTRACT EXPIRATION DATE: 6/30/2013

Contract Award Date: Date the enclosed contract is signed

Received & Inspected

NOV 06 2012

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eSchoolView Hosting Contract
July 1, 2012 through June 30, 2015
SPIN: 143033559
For

Celina City Schools

Submitted by:
Rob O'Leary
(614) 675-5557 x100
240 N. 5th Street
Suite 200
Columbus, OH 43215



Hosting Infrastructure

Infinite Cohesion's network infrastructure is detailed below:

Facility Specifications:

- Secure location with keycard access
- Non-secured personnel are required to enter datacenter by escort
- Full CCTV surveillance
- 24x7 server support
- 3 AC units comprised of DataAire and Libert brands – humidity maintained at 45%
- UPS (battery backup) system
- Diesel Generator backup @ 1000 gallon capacity
 - Generator has auto start and auto power transfer
- State of the art fire suppression system - FM200 Dry suppression
- Located in Columbus, OH - over the Internet Backbone

Network Infrastructure:

- Availability cluster with redundant Dell servers. Data: Dell MD3000i iSCSI SAN (SAN with 15 - 300 Gig 15K SAS drives and 15 - 1 TB 7200 RPM drives).
- Virtual Servers: VMware vSphere 4.1 High availability
- Utilization of several backbone providers: Cisco hardware (4507 switch with redundant supervisors and blades) and Cisco routers
- One OC12 (155Mb/sec), Gigabit Ethernet (1000Mb/sec) level fiber connections to the entire Internet through many physical paths
 - Level 3, WV Fiber, Time Warner
- Utilize cutting edge technology such as PathControl devices by PathScience
 - Allows for more efficient routing and monitoring of connections
- Windows servers running ESET NOD32 anti-virus protection.
- Firewall security and intrusion detection

Legacy1 (Front Page Server) Windows 2003 Enterprise 1 CPU 1 Gig of RAM 60 GB HDD	Encoding1 (Adobe Encoding Server) Windows 2003 Enterprise 1 CPU 3 Gigs of RAM 50 GB HDD
FlashMedia2(Flash Streaming Server) Windows 2003 Enterprise 1 CPU 3 Gigs of RAM 60 GB HDD 300 GB HDD	SQL1 (SQL 2005 Server) Windows 2008 R2 Enterprise 4 CPU 12 Gigs of RAM 40 GB system HDD 500 GB Data HDD
Web1 (Web Server) Windows 2008 R2 Enterprise 2 CPU 8 Gigs of RAM 40 GB system HDD 250 GB Data HDD	Web2 (Web Server) Windows 2008 R2 Enterprise 2 CPU 8 Gigs of RAM 40 GB system HDD 500 GB Data HDD
Web3 (Web Server) Windows 2008 R2 Enterprise 2 CPU 8 Gigs of RAM 40 GB system HDD 500 GB Data HDD	FTP1 (Linux FTP Server) Ubuntu 10.04 LTS 1 CPU 1 Gig of RAM 40 GB system HDD 1 TB Data HDD

Billing & Payment Terms

Web hosting for July 1, 2012 through June 30, 2013 - \$3,321.00*

Maintenance & support for July 1, 2012 through June 30, 2013 - \$1,107.00

- eSchoolView Content Management System Subscription
 - Maintenance updates performed every 6 months
 - Automated daily backups of web site files and database information
- Training
 - Initial training and periodic training sessions
 - Five hours of training per year
 - Unlimited video/PDF help available through eSchoolView
- Support
 - Email support – emails returned within one business day
 - Phone support – direct support line to project developer if critical issue or error
 - Access to our built in Online Support button to report enhancements, issues and related bugs

Payment Terms:

- One year of maintenance, hosting and support due on or after July 1st of each school fiscal year

Contract Year	Annual	Web Hosting*	Maintenance & Support
2012-2013	\$4,428	\$3,321.00*	\$1,107.00
2013-2014	\$4,428	\$3,321.00*	\$1,107.00
2014-2015	\$4,428	\$3,321.00*	\$1,107.00

* Web Hosting is E-Rate Eligible

Project Approval

This proposal shall serve as a contract between the parties once memorialized by the signatures of both Infinite Cohesion, LTD and Celina City Schools, below.

Signed on this date, March 19, 2012, by

Math Miller
Print Name

Rob O'Leary
Rob O'Leary
Infinite Cohesion, LTD

Math Miller
Signing Authority
Celina City Schools

FUNDING COMMITMENT REPORT
Billed Entity Name: CELINA CITY SCHOOL DISTRICT
BEN: 130113
Funding Year: 2012

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 834021
Funding Request Number: 2270169
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 130210000994330
SPIN: 143033559
Service Provider Name: Infinite Cohesion, LTD
Contract Number: NA
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2012
Service End Date: N/A
Contract Award Date: 03/19/2012
Contract Expiration Date: 06/30/2013
Shared Worksheet Number: 1404266
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,428.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$4,428.00
Discount Percentage Approved by the USAC: 68%
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: DR1: No contract was in place when the FCC Form 471 Certification was filed. FCC Rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 Certification for the products and services requested.

FCDL Date: 09/18/2012
Wave Number: 011
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

- The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company